

NEW NUMBER

LAW OFFICES
ROSENTHAL AND SCHANFIELD

PROFESSIONAL CORPORATION

13562

LEONARD SCHANFIELD
WILLIAM P. ROSENTHAL
STANLEY R. WEINBERGER
NORMAN L. ROTHENBAUM
LESTER ROSEN
FRANK R. BALL, JR.
HENRY M. MORRIS
MARK S. LIEBERMAN
MARVIN COHN
MARTIN K. BLONDER
I. WALTER DEITCH
ROBERT R. TEPPER
STEPHEN P. KIKOLER
DAVID M. ROSENTHAL
JOEL C. LEVIN
GARY S. SAIFE

MID-CONTINENTAL PLAZA-SUITE 4620
55 EAST MONROE STREET
CHICAGO, ILLINOIS 60603
(312) 236-5622

RECORDATION NO. Filed 1425

FEB 24 1982-1 35 PM

February 23, 1982

INTERSTATE COMMERCE COMMISSION

50.00
FEB 24 1982
50.00

KATHLEEN D. BARRETT
GERALD E. BEATTY
STEVEN H. BLUMENTHAL
JAMES L. CASE
ROCHELLE S. DYME
ROBERT W. DZIUBLA
MARY T. FAHEY
MARTIN J. FRIEDMAN
BARBARA G. GRYOTAS
ERICA TINA HELFER
KERRY L. KESSLER
SCOTT M. LAPINS
DAVID J. LETVIN
MARY K. PRUS
DENNIS M. SANSANY
FLORENCE B. SCHECHTMAN
ALEX ELSON
OF COUNSEL

Office of the Secretary
Interstate Commerce Commission
Washington, D.C.

Re: Equipment Trust Agreement
dated as of February 15, 1982

Gentlemen:

Pursuant to Section 11303(a) of Title 49 of the United States Code and the rules and regulations promulgated thereunder, the undersigned, as counsel to United Equipment Leasing Associates, hands you herewith for filing fifteen (15) executed counterparts of the above referenced Equipment Trust Agreement, all as more fully described below:

Issuer: United Equipment Leasing Associates
The East Tower, Suite 1000
2550 Golf Road
Rolling Meadows, Illinois 60008

Trustee: Continental Illinois National Bank
and Trust Company of Chicago
30 North LaSalle Street
Chicago, Illinois 60693

Guarantor: Evans Transportation Company
The East Tower, Suite 1000
2550 Golf Road
Rolling Meadows, Illinois 60008

A description of the rail cars (including lettering and car reporting numbers) and a description of the leases covered by the Equipment Trust Agreement is set forth in

C. J. Karpner
David C. Karpner

ROSENTHAL AND SCHANFIELD

Interstate Commerce Commission

February 23, 1982
Page Two

Schedule A attached hereto. The Issuer described above is the lessor under each of the leases described in said Schedule A. The above-referenced Equipment Trust Agreement should also be filed as a sub-number or cross-referenced under the filing, if any, of any of the leases described in said Schedule A.

Enclosed is Rosenthal and Schanfield's Check No. 27855 in the amount of \$50.00 in payment of the applicable recording and filing fees.

Since the above-mentioned documents are being delivered to you by hand, we would appreciate it if you would return to the person delivering the same duly stamped copies of the documents not required to be kept by you. If this is not possible, please return the same by mail to the undersigned.

Very truly yours,

ROSENTHAL AND SCHANFIELD

A handwritten signature in dark ink, appearing to read 'I. Walter Deitch', written over the typed name.

I. Walter Deitch

IWD:dh
Enclosures

DESCRIPTION OF EQUIPMENT

<u>Type of Car</u>	<u>Quantity</u>	<u>Lessee</u>	<u>Master Lease Date</u>	<u>Schedule No.</u>	<u>Schedule Date</u>	<u>Term (Months)</u>	<u>Car Numbers (Both Inclusive)</u>
4780 cu. ft. 100-ton covered hopper cars; AAR Mechanical Designation: LO	217	Archer-Daniels-Midland Company	3/26/79	1	3/26/79	131	UELX 30372-30471 and UELX 60135- 60254*
21,000 gallon exterior coiled and insulated tank cars; AAR Mechanical Design- ation: T	170	Archer-Daniels-Midland Company	3/26/79	2	7/2/79	131	UELX 78550-78719
Total	<u>387</u>						

* Except UELX 30379, 30404 and 30459, which have been destroyed.

Interstate Commerce Commission

Washington, D.C. 20423

2/24/82

OFFICE OF THE SECRETARY

**I. Walter Deitch
Rosenthal and Schanfield
Mid-Continental Plaza Suite 4620
55 East Monroe
Chicago, Illinois 60603**

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **2/24/82** at **1:35pm**, and assigned re-recording number(s).

13562

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

13562

RECORDATION NO. Filed 1425

FEB 24 1982 - 1 25 PM

INTERSTATE COMMERCE COMMISSION

[CS&M Ref. 2044-223]

UNITED EQUIPMENT LEASING ASSOCIATES
EQUIPMENT TRUST

Series 5

EQUIPMENT TRUST AGREEMENT

by and among

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF CHICAGO

Trustee,

UNITED EQUIPMENT LEASING ASSOCIATES

and

EVANS TRANSPORTATION COMPANY

Dated as of February 15, 1982

EQUIPMENT TRUST AGREEMENT dated as of February 15, 1982, by and among CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (the "Trustee"), EVANS TRANSPORTATION COMPANY ("ETC") and UNITED EQUIPMENT LEASING ASSOCIATES ("Associates"), a joint venture (comprised of ARCHER-DANIELS-MIDLAND COMPANY, a Delaware corporation "ADM" and EVANS RAILCAR LEASING COMPANY, an Illinois corporation "ERC")

WHEREAS Associates has agreed to cause to be sold, transferred and delivered to the Trustee the railroad equipment described herein; and

WHEREAS title to such railroad equipment is to be vested in and is to be retained by the Trustee and such railroad equipment is to be leased to Associates hereunder; and

WHEREAS United Equipment Leasing Associates Equipment Trust Certificates, Series 5 (the "Trust Certificates"), are to be issued and sold in an aggregate principal amount not exceeding \$15,100,000, and the proceeds of such sale are to be deposited in trust with the Trustee and are to constitute a fund to be known as UNITED EQUIPMENT LEASING ASSOCIATES EQUIPMENT TRUST, Series 5, to be applied by the Trustee from time to time in payment of the cost of the Trust Equipment, the remainder of the cost thereof, if any, to be paid out of advance rentals to be paid by Associates as provided herein; and

WHEREAS Associates has agreed to give and assign to the Trustee, as security for the obligations of Associates hereunder, a security interest in all rents, moneys and proceeds due or to become due under all leases now existing or hereinafter entered into or otherwise with respect to the Trust Equipment; and

WHEREAS in addition to the guaranty of the Trust Certificates by Associates, ETC, which is the parent company of ERC, is entering into this Agreement for the purpose of expressing its obligations and undertakings with respect to its guaranty of ERC's obligations as a partner of Associates and is endorsing its guaranty on the Trust Certificates as an inducement to the purchase of the Trust Certificates by the purchasers thereof; and

WHEREAS the text of the Trust Certificates and the guaranties to be endorsed on the Trust Certificates by Associates and by ETC respectively are to be substantially in the following forms, respectively;

[FORM OF TRUST CERTIFICATES]

NOTE: This Trust Certificate has not been registered under the Securities Act of 1933 and must be held indefinitely unless a subsequent disposition hereof is exempt from the registration requirements of said Act.

\$

No.

UNITED EQUIPMENT LEASING ASSOCIATES

Equipment Trust Certificates,

Series 5

due February 25, 1997

Total Authorized Issue \$15,100,000

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF
CHICAGO,

Trustee

Continental Illinois National Bank and Trust Company of Chicago, Trustee (the "Trustee"), under an Equipment Trust Agreement (the "Agreement") dated as of February 15, 1982, by and among the Trustee, United Equipment Leasing Associates, an Illinois partnership ("Associates", comprised of Archer-Daniels-Midland Company, a Delaware corporation and Evans Railcar Leasing Company, an Illinois corporation) and Evans Transportation Company, an Illinois corporation, certifies that

or registered
assigns is entitled to an interest of
Dollars in United Equipment Leasing Associates Equipment

Trust, Series 5, due and payable on or before February 25, 1997, in installments as hereinafter provided, and to interest on the amount of unpaid principal from time to time due and owing pursuant to this Certificate, due and payable semi-annually on February 25 and August 25 in each year commencing the February 25 or August 25 next following the original issue hereof at the rate of 15-5/8% per annum from the date hereof until such principal amount becomes due and payable, with interest on any overdue principal and, to the extent legally enforceable, with interest on any overdue interest, at the rate of 16-5/8% per annum. Payments of principal and interest shall be made by the Trustee to the registered holder hereof at the Corporate Trust Office of the Trustee at 30 North LaSalle Street, Corporate Trust Department, Chicago, Illinois 60693 (the "Corporate Trust Office"), in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts. Each of such payments shall be made only from and out of rentals or other moneys received by the Trustee and applicable to such payment under the provisions of the Agreement. The principal amount of this Trust Certificate is due and payable in 15 consecutive equal annual installments on February 25 in each year commencing 1983 through 1997, both inclusive. Installments of principal on the Certificates are prepayable at the option of Associates in the inverse order of their maturity from Casualty Occurrence payments, all as provided in the Agreement. Interest shall be computed hereunder on the basis of a 360-day year of twelve 30-day months.

This Certificate is one of an authorized issue of Trust Certificates, in an aggregate principal amount not exceeding \$15,100,000 and issued or to be issued under the Agreement, under which certain railroad equipment leased to Associates (or cash or obligations defined in the Agreement as "Investments" in lieu thereof, as provided in the Agreement) is held by the Trustee in trust for the equal and ratable benefit of the holders of the outstanding Trust Certificates issued thereunder. Reference is made to the Agreement (a copy of which is on file with the Trustee at its said office) for a more complete statement of the terms and provisions thereof, including the rights, obligations and limitations of liabilities of the parties thereto, to all of which the registered holder hereby, by accepting this Certificate, assents. The Certificates are issuable in any denomination equal to or greater than \$25,000 or, with the consent of Associates, in any denomination less than \$25,000.

The transfer of this Certificate is registrable in whole or in part by the registered holder hereof in person or by duly authorized attorney on the books of the Trustee upon surrender to the Trustee at the Corporate Trust Office of this Certificate accompanied by a written instrument of transfer, duly executed by the registered holder in person or by such attorney, in form satisfactory to the Trustee, and thereupon a new Trust Certificate or Certificates for the then unpaid aggregate principal amount hereof will be issued to the transferee in exchange herefor and, if less than the then entire unpaid principal amount hereof is transferred, a balance piece therefor will be issued to the transferor. Prior to due presentment for registration of transfer, the Trustee and Associates may deem and treat the person in whose name this Certificate is registered as the absolute owner hereof for the purpose of receiving payment of principal and interest and for all other purposes and shall not be affected by any notice to the contrary.

In case of the happening of an Event of Default (as defined in the Agreement) all installments of principal (and interest accrued thereon) represented by this Certificate may become or be declared due and payable in the manner and with the effect provided in the Agreement.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be signed by one of its Vice Presidents, by his signature or a facsimile thereof, and its corporate seal or a facsimile thereof to be hereunto affixed or hereon imprinted and to be attested by one of its Trust Officers by his signature.

Dated as of

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO, Trustee

by

Vice President

Attest:

Trust Officer

(Seal)

GUARANTY

United Equipment Leasing Associates, for valuable consideration, hereby unconditionally guarantees to the registered holder of the within Certificate the prompt payment when due of the principal of said Certificate, and of the interest thereon specified in said Certificate, with interest on any overdue principal and, to the extent legally enforceable, with interest on any overdue interest, at the rate of 16-5/8% per annum, all in accordance with the terms of said Certificate and the Equipment Trust Agreement referred to therein.

UNITED EQUIPMENT LEASING
ASSOCIATES,

by

Policy Board Member--
Archer-Daniels-Midland
Company

by

Policy Board Member--
Evans Railcar Leasing
Company

Evans Transportation Company, as the parent corporation of Evans Railcar Leasing Company, a partner in Associates, for valuable consideration hereby unconditionally guarantees to the registered holder of the within Certificate, the prompt payment when due of all sums due hereon from Evans Railcar Leasing Company as a partner in Associates, together with interest on any overdue principal and, to the extent legally enforceable, with interest on any overdue interest, at the rate of 16-5/8% per annum, all in accordance with terms of the Equipment Trust Agreement referred to in said Certificate.

EVANS TRANSPORTATION COMPANY,

by

Vice President

NOTATION OF CASUALTY OCCURRENCE PAYMENTS*

By reason of Casualty Occurrence payments having heretofore been applied to prepay installments in the inverse order of maturity, the within Certificate in the principal amount of \$ was, as of 19 , payable in equal consecutive annual install- ments of \$ in each of the years 19 through 19 .

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO, Trustee

Authorized Officer

* To be included only on Certificates issued upon exchange or transfer.

FOR VALUE RECEIVED, the undersigned hereby sells,
assigns and transfers unto

Please insert Social Security or other
identifying number of Assignee

the within United Equipment Leasing Associates Equipment Trust Certificate, Series 5, and does hereby irrevocably constitute and appoint attorney to transfer the said Certificate on the books of the within named Trustee, with full power of substitution in the premises.

Dated

PAYMENTS ON ACCOUNT OF PRINCIPAL

[illegible]

WHEREAS it is desired to secure to the holders of the Trust Certificates the payment of the principal thereof, as hereinafter more particularly provided, with interest thereon, as hereinafter provided, payable semiannually in each year, and to evidence the rights of the holders of the Trust Certificates in substantially the form hereinbefore set forth:

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto hereby agree as follows:

ARTICLE ONE

Definitions

SECTION 1.01. Definitions. The following terms (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this Agreement shall have the respective meanings hereinafter specified:

ADM shall mean Archer-Daniels-Midland Company, a joint venture partner of Associates, and any successor or successors to it complying with the provisions of Section 6.05.

Affiliate with respect to Associates shall mean any corporation which, directly or indirectly, controls or is controlled by or is under common control with, any partner in Associates, and with respect to any corporation shall mean any corporation which, directly or indirectly, controls or is controlled by, or is under common control with, such corporation. For the purposes of this definition, control (including controlled by or under control with), as used with respect to any corporation shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, whether through the ownership of voting securities or by contract or otherwise.

Associates shall mean United Equipment Leasing Associates and any successor or successors to it complying with the provisions of Section 6.05.

Corporate Trust Office shall mean the principal office of the Trustee in the State of Illinois, County of

Cook, City of Chicago, at which the corporate trust business of the Trustee shall, at the time in question, be administered, which office is, on the date of execution of this Agreement, located at its Corporate Trust Department, 30 North LaSalle Street, Chicago, Illinois 60693.

Cost, when used with respect to Equipment, shall mean the actual cost thereof.

Deposited Cash shall mean the aggregate of (a) the proceeds from the sale of the Trust Certificates deposited with the Trustee pursuant to Section 2.01 hereof and, when required or indicated by the context, any Investments purchased by the use of such proceeds pursuant to the provisions of Section 8.04, and (b) any sums restored to Deposited Cash from rentals pursuant to Section 4.04(B)(1) and on deposit with the Trustee.

Equipment shall mean standard-gauge railroad equipment (other than passenger or work equipment), including that listed in Schedule A hereto, first put into use on or after January 1, 1980, and having a useful life extending beyond February 25, 1997.

ERC shall mean Evans Railcar Leasing Company, a joint venture partner of Associates, and any successor or successors to it complying with the provisions of Section 6.05.

ETC shall mean Evans Transportation Company and any successor or successors to it complying with the provisions of Section 6.05.

Event of Default shall mean any event specified in Section 5.01 to be an Event of Default.

Investments shall mean (i) certificates of deposit of commercial banks incorporated under the laws of the United States of America or any State thereof having a capital and surplus aggregating not less than \$100,000,000, (ii) open market commercial paper rated "Prime-1" by the NCO/Moody's Commercial Paper Division of Moody's Investors Service and rated "A-1" by Standard & Poor's Corporation (or a comparable rating by any successor to their business) and (iii) bonds, notes or other direct obligations of the United States of America or obligations of any agency thereof or any other person, for which the full faith and credit of the

United States are pledged to provide for the payment of the interest and principal, in each case maturing within one year after the date of investment therein.

The word holder, when used with respect to Trust Certificates, shall include the plural as well as the singular number and shall mean the person in whose name such Trust Certificate is registered.

Officer's Certificate shall mean a certificate signed by one representative of each of ADM and ERC on the Policy Board of Associates.

Opinion of Counsel shall mean an opinion in writing signed by legal counsel satisfactory to the Trustee and who may be counsel for Associates. The acceptance by the Trustee of, together with its action on, an Opinion of Counsel shall be sufficient evidence that such counsel is satisfactory to the Trustee.

Original Purchasers shall mean the State of Wisconsin Investment Board and Bankers Life Company.

Owner shall mean the manufacturer or Associates or any other person transferring title to any of the Equipment to the Trustee.

Policy Board shall mean the committee comprised of representatives of ADM and ERC which is responsible for the management and operation of Associates pursuant to the terms of the Joint Venture Agreement by which Associates is governed.

Request shall mean a written request for the action therein specified, delivered to the Trustee, dated not more than 10 days prior to the date of delivery to the Trustee and signed on behalf of Associates by the Policy Board of Associates.

Trust Certificates shall mean United Equipment Leasing Associates Equipment Trust Certificates, Series 5, issued hereunder.

Trust Equipment shall mean all Equipment at any time subject to the terms of this Agreement.

Trustee shall mean Continental Illinois National

Bank and Trust Company of Chicago, and, subject to the provisions of Article Eight, any successor as trustee hereunder.

The words herein, hereof, hereby, hereto, hereunder and words of similar import refer to this Agreement as a whole and not to any particular Article, Section, paragraph or subdivision hereof.

ARTICLE TWO

Trust Certificates and Issuance Thereof

SECTION 2.01. Issuance of Trust Certificates. An amount equal to the proceeds of the sale of any of the Trust Certificates, but not less than the aggregate principal amount thereof, shall, forthwith upon the issuance thereof, be deposited in cash with the Trustee by or on behalf of Associates. The amount of such proceeds shall be specified in an Officer's Certificate delivered to the Trustee concurrently with such deposit.

Thereupon, without waiting for the filing of this Agreement or of any other instrument respecting the Trust Equipment, the Trustee shall from time to time issue and deliver Trust Certificates in such aggregate principal amount as Associates shall direct by Request.

Subject to the provisions of Section 2.06 of this Agreement, the aggregate principal amount of Trust Certificates which shall be executed and delivered by the Trustee under this Section shall not exceed the sum of \$15,100,000, and the aggregate principal amount represented by all the Trust Certificates shall be payable as hereinafter set forth.

SECTION 2.02. Interests Represented by Trust Certificates; Interest; Maturity. Each of the Trust Certificates shall represent an interest in the amount therein specified in the trust created hereunder. The aggregate principal amount of the Trust Certificates will be payable in 15 consecutive equal annual installments on February 25 in each of the years 1983 through 1997, both inclusive. Except to the extent Casualty Occurrence payments are applied to the prepayment of installments as provided herein, prepayment of the installments of the principal amount of the

Trust Certificates may not be made. Each of the Trust Certificates will bear interest on the unpaid principal amount thereof, payable on February 25 and August 25 of each year, commencing with the February 25 or August 25 next following the original issue thereof, at the rate of 15-5/8% per annum, with interest payable in each case on any overdue principal and, to the extent legally enforceable, with interest on any overdue interest, at the rate of 16-5/8% per annum. The Trust Certificates are issuable in any denomination equal to or greater than \$25,000 or, with the consent of Associates, in any denomination less than \$25,000.

The principal of and interest on the Trust Certificates shall be payable at the Corporate Trust Office in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts, but only for and out of rentals or other moneys received by the Trustee and applicable to such payment under the provisions hereof. Notwithstanding the provisions of the preceding sentence of this paragraph, in the case of payments of principal and interest to be made on a Trust Certificate not then to be paid in full, upon request and deposit of an agreement of the holder of such Trust Certificate (the responsibility of such holder to be satisfactory to Associates) obligating such holder, prior to any transfer or other disposition thereof, to surrender the same to the Trustee for notation thereon of the installments of principal amount represented hereby theretofore paid in whole or in part, the Trustee will mail its check on the date each such payment is due to such registered holder at his address shown on the registry books maintained by the Trustee; provided, however, that this paragraph shall not apply to the Original Purchasers of the Trust Certificates, and Associates will make payments of, or direct the Trustee by Request to make payments of, principal and interest to the Original Purchasers of Trust Certificates or to any other purchaser approved by Associates, by immediately available funds (to the extent Associates makes such funds available to the Trustee) at such address as shall be supplied to the Trustee by Associates.

SECTION 2.03. Forms of Trust Certificates and Guaranty. The Trust Certificates and the guaranty to be endorsed on the Trust Certificates by Associates and ETC as provided in Section 6.01 shall be in substantially the forms hereinbefore set forth.

SECTION 2.04. Execution by Trustee. The Trust Certificates shall be signed in the name and on behalf of the Trustee by the manual or facsimile signature of its President or one of its Vice Presidents and its corporate seal or a facsimile thereof shall be affixed or imprinted thereon and attested by the manual signature of one of its Trust Officers. In case any officer of the Trustee whose signature, whether facsimile or not, shall appear on any of the Trust Certificates shall cease to be such officer of the Trustee before the Trust Certificates shall have been issued and delivered by the Trustee or shall not have been acting in such capacity on the date of the Trust Certificates, such Trust Certificates may be adopted by the Trustee and be issued and delivered as though such person had not ceased to be or had then been such officer of the Trustee.

SECTION 2.05. Characteristics of Trust Certificates. (a) The Trust Certificates shall be registered, as to both principal and interest, in the name of the holder; shall be transferable in whole or in part and exchangeable for Trust Certificates of other denominations of equal aggregate outstanding principal amount and of the same maturities, upon presentation and surrender thereof for registration of transfer or exchange at the Corporate Trust Office, accompanied, in the case of transfer, by appropriate instruments of assignment and transfer, duly executed by the registered holder of the surrendered Trust Certificate or Certificates or by duly authorized attorney, in form satisfactory to the Trustee; shall, in connection with the initial issuance of Trust Certificates, be dated as of the date of issue and shall, in connection with Trust Certificates issued in exchange for, or upon registration of transfer of another Trust Certificate or Certificates, be dated as of the date to which interest has been paid or shall, if no interest has been paid thereon, be dated as of the date of initial issuance; and shall entitle the registered holder to interest from the date thereof. The Trustee shall, if any prepayment shall theretofore have been made pursuant hereto, endorse on each Trust Certificate issued upon registration of transfer or exchange a notation thereon as to the fact that the installments of principal thereon will be payable in equal consecutive annual installments except for specified installments which will not be in equal amounts.

(b) Anything contained herein to the contrary notwithstanding, prior to due presentment for registration of transfer the parties hereto may deem and treat the registered

holder of any Trust Certificate as the absolute owner of such Trust Certificate for all purposes and shall not be affected by any notice to the contrary.

(c) The Trustee shall cause to be kept at the Corporate Trust Office books for the registration and registration of transfer of the Trust Certificates and, upon presentation of the Trust Certificates for such purpose, the Trustee shall register any transfer as hereinabove provided, and under such reasonable regulations as it may prescribe.

(d) For any registration, registration of transfer or exchange, the Trustee shall require payment by the person requesting same of a sum sufficient to reimburse it for any governmental charge connected therewith.

(e) Each Trust Certificate delivered pursuant to any provision of this Agreement in exchange for, or upon the registration of transfer of the whole or any part, as the case may be, of one or more other Trust Certificates shall carry all the rights to principal and to interest accrued and unpaid and to accrue, which were carried by the whole or such part, as the case may be, of such one or more other Trust Certificates, and, notwithstanding anything contained in this Agreement, such Trust Certificate shall be so dated that neither gain nor loss in interest or principal shall result from such exchange, substitution or registration of transfer.

(f) The Trustee shall not be required to issue, transfer or exchange Trust Certificates for a period of 10 days next preceding any interest payment date.

SECTION 2.06. Replacement of Lost Trust Certificates. In case any Trust Certificate shall become mutilated or defaced or be lost, destroyed or stolen, then on the terms herein set forth, and not otherwise, the Trustee shall execute and deliver a new Trust Certificate of like tenor and date, and bearing such identifying number or designation as the Trustee may determine, in exchange and substitution for, and upon cancelation of, the mutilated or defaced Trust Certificate, or in lieu of and in substitution for the same if lost, destroyed or stolen. Associates and ETC shall execute their guaranty on any Trust Certificate so delivered. The applicant for a new Trust Certificate pursuant to this Section shall furnish to the Trustee and to Associates and ETC evidence to their satisfaction of the loss, destruction or theft of such Trust Certificate alleged to have been lost,

destroyed or stolen and of the ownership and authenticity of such mutilated, defaced, lost, destroyed or stolen Certificate, and also shall furnish such security or indemnity as may be required by the Trustee and by Associates and ETC (a letter of indemnification from an Original Purchaser of any Trust Certificates to be deemed to be sufficient security or indemnity) in their discretion, and shall pay all expenses and charges of such substitution or exchange.

ARTICLE THREE

Acquisition of Trust Equipment by Trustee; Deposited Cash

SECTION 3.01. Acquisition of Equipment by Trustee. Associates, as speedily as may be, shall cause to be sold to the Trustee, as trustee for the holders of the Trust Certificates, all of the Equipment described in Schedule A hereto.

In the event that Associates shall deem it necessary or desirable to procure for the use of Associates, and to include in the trust hereby created other Equipment in lieu of any units of the Equipment specifically described in Schedule A hereto prior to the acceptance of such Equipment by the Trustee, Associates may cause to be sold to the Trustee such other Equipment, with the prior written consent of the Original Purchasers if such other Equipment bears a different AAR Mechanical Designation from the Equipment described in Schedule A hereto, to be substituted under the trust.

SECTION 3.02. Payment of Deposited Cash. From time to time, when and as any Equipment shall have been accepted by the Trustee pursuant to Sections 3.01 and 3.04(a), the Trustee shall (subject to the provisions of Section 3.03) pay, upon Request, to the Owner of the accepted Equipment out of Deposited Cash then held by the Trustee an amount not exceeding 85% of the aggregate Cost of such Equipment, as such Cost is specified in the Officer's Certificate furnished to the Trustee pursuant to Section 3.04(b).

SECTION 3.03. Payment of Deficiency. Associates covenants that, contemporaneously with any payment by the Trustee pursuant to Section 3.02, if the Owner of the Equipment accepted by the Trustee shall not be Associates, it will either (a) pay to the Trustee the advance rental provided in

Section 4.04(A), and thereupon the Trustee shall, upon Request, pay to the Owner of such Equipment, by the use of such advance rental, the portion of the aggregate Cost of such Equipment not paid out of Deposited Cash as provided for in Section 3.02 or (b) deliver to the Trustee an executed counterpart of a receipt from such Owner evidencing the direct payment by Associates to such Owner of that portion of the Cost of such Equipment equal to the amount of advance rental required to be paid to the Trustee pursuant to clause (a) of this sentence in respect of such Equipment. The intention of this Section is that Associates shall ultimately pay or absorb not less than 15% of the aggregate Cost of all the Equipment accepted by the Trustee as Trust Equipment pursuant to this Article Three, and the Trustee and Associates shall at any time, if occasion arises, adjust their accounts and payments to the end that the Trustee shall pay with Deposited Cash not more than 85% of such aggregate Cost and Associates shall pay or absorb the remainder, to be not less than 15% of such Cost.

SECTION 3.04. Supporting Papers. The Trustee shall not pay out any Deposited Cash for the purchase of any unit of Equipment unless and until it shall have received:

(a) a bill of sale covering such unit of Equipment from the Owner to the Trustee, which bill of sale shall specify such unit of Equipment described therein by number or numbers and shall contain a warranty or guaranty to the Trustee that the security title of such unit of Equipment described therein is free from all claims, liens, security interests and other encumbrances (except as permitted by Section 6.02 and except for this Agreement and any lease permitted by Section 4.09 hereof) and the receipt of such bill of sale by the Trustee shall constitute acceptance by the Trustee hereunder of such unit of Equipment as Trust Equipment;

(b) an Officer's Certificate, which shall state (i) that such unit of Equipment is Equipment as herein defined and (ii) that the Cost of such unit of Equipment is an amount therein specified or is not less than an amount therein specified;

(c) an invoice from the Owner of such unit of Equipment having endorsed thereon a certification by Associates as to the correctness of the price stated therein;

(d) an Opinion of Counsel for the Owner to the effect that such bill of sale is valid and effective, either alone or in connection with any other instrument referred to in and accompanying such opinion, to vest in the Trustee security title to such unit of Equipment free from all claims, liens, security interests and other encumbrances (except as permitted by Section 6.02 and except for this Agreement and any lease permitted by Section 4.09); and

(e) an opinion of Messrs. Rosenthal and Schanfield, special counsel for Associates, or an opinion of other counsel satisfactory to the Trustee to the effect that (i) this Agreement has been duly authorized, executed and delivered by Associates and, assuming the due authorization, execution and delivery thereof by the Trustee, constitutes, insofar as Associates is concerned, a legal, valid and binding obligation enforceable in accordance with its terms (except as may be limited by any bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement or creditors' rights generally from time to time in effect and by applicable principles of equity if equitable remedies are sought); (ii) the Trustee is vested with a security interest in all rents, moneys and proceeds due or to become due under existing leases or leases hereinafter entered into or otherwise with respect to the Trust Equipment; (iii) this Agreement has been duly filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303; and (iv) no other filing or recordation or deposit is necessary (or will be necessary in the future, except as stated in such opinion) for the protection of the rights of the Trustee in and to such unit of Equipment or this Agreement in any state of the United States of America or the District of Columbia.

Any Officer's Certificate delivered pursuant to this Section 3.04 may state that the Cost of the Equipment therein referred to is tentatively determined, subject to final adjustment to be evidenced in a final Officer's Certificate to be delivered to the Trustee.

If the aggregate Cost, as specified in the certificates theretofore delivered to the Trustee pursuant to this Section, of the Trust Equipment accepted by the Trustee pursuant to this Article Three shall be less than 100/85 of the aggregate principal amount of Trust Certificates issued

pursuant to Section 2.01, Associates will cause to be assigned and transferred to the Trustee additional Equipment in such amount and of such Cost that the aggregate Cost of the Trust Equipment will be at least equal to 100/85 of the aggregate principal amount of said Trust Certificates, and will concurrently deliver to the Trustee the documents specified in paragraphs (a) through (e) of this Section with respect to such additional Equipment.

ARTICLE FOUR

Lease of Trust Equipment to the Company

SECTION 4.01. Lease of Trust Equipment. The Trustee does hereby let and lease to Associates all of the Trust Equipment for a period commencing with the date on which the Trust Certificates are issued and terminating February 25, 1997, unless terminated earlier as provided herein.

SECTION 4.02. Equipment Automatically Subjected. As and when any Equipment shall from time to time be accepted hereunder by the Trustee, the same shall, ipso facto and without further instrument of lease or transfer, become subject to all the terms and provisions hereof.

SECTION 4.03. Additional and Substituted Equipment Subject Hereto. In the event that Associates shall, as provided in Sections 3.01, 3.04 or 4.06, elect to sell to the Trustee other Equipment in addition to or in substitution for any of the Equipment herein specifically described or subjected hereto, such other Equipment shall be included as part of the Trust Equipment by a supplement hereto to be executed by the Trustee, ETC and Associates and to be filed with the Interstate Commerce Commission pursuant to the requirements of 49 U.S.C. § 11303. Such Equipment shall be subject to all the terms and conditions hereof in all respects as though it had originally been part of the Equipment herein specifically described.

SECTION 4.04. Rental Payments. Associates hereby accepts the lease of all the Trust Equipment; and Associates covenants and agrees to pay to the Trustee at the Corporate Trust Office (or, in the case of taxes, to the proper taxing authority), in such coin or currency of the United States of America as at the time of payment shall be legal tender for

the payment of public and private debts, rental hereunder which shall be sufficient to pay and discharge the following items, when and as the same shall become due and payable (whether or not any of such items shall become due and payable prior to the acceptance of and lease to Associates of any unit of the Trust Equipment):

(A) Associates shall pay to the Trustee, as hereinafter provided, as advance rental hereunder, sums which in the aggregate shall be equal to the difference between the aggregate Cost of the Trust Equipment (other than Trust Equipment subjected hereto pursuant to Section 4.06) and the portion of such Cost to be provided out of Deposited Cash as provided for in Section 3.02 but only to the extent that such sums are required to be paid by Associates pursuant to Section 3.03 hereof.

(B) In addition to such advance rental Associates shall pay to the Trustee, as hereinafter provided, as rental for the Trust Equipment (notwithstanding that any of the Trust Certificates shall have been acquired by Associates or any Affiliate of Associates or shall not have been presented for payment), the following:

(1)(a) the necessary and reasonable expenses of the trust hereby created, including compensation and expenses provided for herein, and (b) an amount equal to any expenses incurred or loss of principal (including interest accrued thereupon at the time of purchase) in connection with any purchase, sale or redemption by the Trustee of Investments;

(2) any and all taxes, assessments and governmental charges upon or on account of the income or property of the trust, or upon or on account of this Agreement, which the Trustee as such may be required to pay;

(3)(a) the amounts of the interest payable on the Trust Certificates, when and as the same shall become payable, and (b) interest upon the amount of any installment of rental payable under the following subparagraph and, to the extent legally enforceable, interest upon the amount of any installments of rental payable under this subparagraph, in each case which shall not be paid

when due, at the rate of 16 5/8% per annum from the due date; and

(4) the installments of principal of all the Trust Certificates, when and as the same shall become payable, whether upon the date of maturity thereof or by declaration or otherwise.

Notwithstanding any grace period provided herein, if any holder of Trust Certificates does not receive payment on each February 25 or August 25 in the case of interest payments and on February 25 in the case of principal payments, interest at the rate of 16 5/8% per annum will accrue on the Trust Certificates in respect of such payments for each day such payment is not so made.

Nothing contained herein or in the Trust Certificates shall be deemed to impose on the Trustee or on Associates (except as provided in Section 4.04(B)(2)) any obligation to pay to the registered holder or any Trust Certificate any tax, assessment or governmental charge required by any present or future law of the United States of America, or of any state, county, municipality or other taxing authority thereof, to be paid in behalf of, or withheld from the amount payable to, the holder of any Trust Certificate.

Associates shall not be required to pay any tax, assessment or governmental charge so long as it shall in good faith and by appropriate legal proceedings contest the validity thereof, provided that, in the judgment of the Trustee and as set forth in an Opinion of Counsel which shall have been furnished to the Trustee, the rights or interests of the Trustee or of the holders of the Trust Certificates will not be materially and adversely affected thereby.

SECTION 4.05. Termination of Lease. After all payments due or to become due from Associates hereunder shall have been completed and fully made to the Trustee (1) such payments shall be deemed to represent payment of the full purchase price for Associate's purchase at such time of the Trust Equipment from the Trustee, (2) any moneys remaining in the hands of the Trustee after providing for all outstanding Trust Certificates and after paying the expenses of the Trustee, including its reasonable compensation, shall be paid to Associates, (3) title to all the Trust Equipment shall vest in Associates and (4) the Trustee shall execute for recordation in public offices, at the expense of Associates,

such instrument or instruments in writing as reasonably shall be requested by Associates in order to make clear upon public records Associates' title to all the Trust Equipment under the laws of any jurisdiction; provided, however, that until that time, title to the Trust Equipment shall not pass to or vest in Associates, but title to and ownership of all the Trust Equipment shall be and remain in the Trustee, notwithstanding the delivery of the Trust Equipment to and the possession and use thereof by Associates pursuant to the terms of this Agreement.

SECTION 4.06. Substitution and Replacement of Trust Equipment. Upon Request, the Trustee shall, at any time and from time to time, execute and deliver a bill of sale assigning and transferring to the transferee named by Associates all the right, title and interest of the Trustee in and to any or all of the units of Trust Equipment; provided, however, that (a) there shall be paid to the Trustee cash in an amount not less than the value, as of the date of such Request, of the units of Trust Equipment to be assigned or transferred by the Trustee or (b) there shall be conveyed to the Trustee at the time of assignment or transfer of any units of Trust Equipment, other units of Equipment of a value not less than the value, as of the date of such Request, of the units of Trust Equipment to be assigned or transferred and having an estimated useful life beyond February 25, 1997; and provided further, however, that no such assignment or transfer shall be made if a default under this Agreement has occurred and is continuing.

At the time of delivery of any Request pursuant to the first paragraph of this Section, Associates shall, if other Equipment is to be conveyed to the Trustee in substitution for the Trust Equipment to be assigned or transferred by the Trustee, deliver to the Trustee the following papers:

(1) an Officer's Certificate stating (i) the value, as of the date of said Request, of the Trust Equipment so to be assigned or transferred by the Trustee and the date such Trust Equipment was first put into service (or that such Trust Equipment was first put into service not later than a specified date), (ii) the value of such substituted Equipment as of such date and the date such substituted Equipment was first put into service or that such substituted Equipment was first put into service not earlier than a specified date), (iii) that each such unit so to be substituted is Equipment as herein defined,

(iv) that each unit so to be substituted has an estimated useful life beyond February 25, 1997, (v) that each such unit so to be substituted has been marked as provided in Section 4.07 hereof, and (vi) that no default under this Agreement has occurred or is continuing;

(2) a certificate, an invoice or invoices and a bill or bills of sale in respect of such substituted Equipment as provided for in subparagraphs (a) and (c) of the first paragraph of Section 3.04 (acceptance of such bill or bills of sale by the Trustee to constitute acceptance by the Trustee hereunder of such Equipment); and

(3) an Opinion of Counsel to the effect that (i) such bill or bills of sale are valid and effective, either alone or together with any other instruments referred to in and accompanying such opinion, to vest in the Trustee security title to such substituted Equipment free from all claims, liens, security interests and other encumbrances (except as permitted by Section 6.02 and except for this Agreement and any lease permitted by Section 4.09) and (ii) that a proper supplement hereto in respect of each substituted unit of Equipment has been duly authorized, executed and delivered by the parties hereto and has been filed with the Interstate Commerce Commission pursuant to the requirements of 49 U.S.C. § 11303.

At the time of delivery of any Request pursuant to the first paragraph of this Section, Associates shall, if cash is to be paid to the Trustee in respect of the Trust Equipment to be assigned or transferred by the Trustee, deliver to the Trustee papers corresponding to those set forth in the second paragraph of this Section 4.06 with such appropriate modifications as may be approved by the Trustee.

Cash deposited with the Trustee pursuant to this Section 4.06 or Section 4.08 shall, from time to time, be paid over by the Trustee to Associates upon Request, against conveyance to the Trustee of units of Equipment having a value, as of the date of said Request, not less than the amount of cash so paid and upon delivery to the Trustee of papers corresponding to those set forth in the second paragraph of this Section 4.06 with such appropriate modifications as may be approved by the Trustee.

For all purposes of this Section 4.06 where value is required to be determined in an Officer's Certificate or in connection with a Request, value shall be determined as follows (and the manner of such determination set forth in each Officer's Certificate furnished in respect thereof including a statement of actual fair value):

(1) the value of any unit of Trust Equipment assigned or transferred by the Trustee as provided in this Section 4.06 shall be deemed to be the original Cost thereof as theretofore certified to the Trustee less 1/15 of such Cost for each full period of one year elapsed between (i) the later of February 25, 1982, and the date such unit was first put into use, as certified to the Trustee, and (ii) the date of the Request furnished pursuant to this Section 4.06; and

(2) the value of any unit of Equipment conveyed to the Trustee as provided in this Section shall be deemed to be the lesser of (a) the actual fair value thereof or (b) the original Cost of such unit less 1/15 of such Cost for each full period of one year elapsed between (i) the later of February 25, 1982, and the date such unit was first put into use, as certified to the Trustee, and (ii) the date of the Request furnished pursuant to this Section 4.06.

SECTION 4.07. Marking of Trust Equipment. Associates agrees that it will immediately at its own cost and expense cause to be marked plainly, distinctly, permanently and conspicuously on each side of each unit of the Trust Equipment, in letters not less than one inch in height the following legend:

"Title To This Car Subject To Security Documents
Filed With The Interstate Commerce Commission".

Such marks shall be such as to be readily visible. Associates will also promptly so mark each unit of the Trust Equipment not subject to a lease.

In case, prior to the termination of the lease provided for in this Article Four, any of such marks shall at any time be removed, defaced or destroyed, Associates shall cause the same to be restored or replaced. Associates shall not change, or permit to be changed, the numbers of any of the Trust Equipment at any time covered hereby (or any

numbers which may have been substituted as herein provided) except in accordance with a statement of new numbers to be substituted therefor which previously shall have been filed with the Trustee and which shall be filed and recorded by Associates in like manner as this Agreement.

The Trust Equipment may be lettered in an appropriate manner for convenience of identification of the leasehold interest of Associates therein, and may also be lettered, in the case of any of the leases permitted by Section 4.09, in such manner as may be appropriate for convenience of identification of such leasehold interest therein; but Associates, during the continuance of the lease provided for herein, will not allow the name of any person, firm, association or corporation to be placed on any of the Trust Equipment as a designation which might reasonably be interpreted as a claim of ownership thereof by Associates or by any person, firm, association or corporation other than the Trustee.

SECTION 4.08. Maintenance of Trust Equipment;
Casualty Occurrences. Associates agrees that it will maintain or cause to be maintained and keep all the Trust Equipment in good order and proper repair at no cost or expense to the Trustee, unless and until it becomes worn out, unsuitable for use, lost, destroyed or damaged beyond economical repair (herein called a Casualty Occurrence). Whenever any unit of the Trust Equipment shall suffer a Casualty Occurrence, Associates shall, within 30 days after it shall have been informed of such Casualty Occurrence, deliver to the Trustee an Officer's Certificate describing such Trust Equipment and stating the value thereof as of the date immediately prior to such Trust Equipment having suffered such Casualty Occurrence. When the total value of all units of the Trust Equipment having suffered a Casualty Occurrence (exclusive of units having suffered a Casualty Occurrence in respect of which a payment shall have been made to the Trustee pursuant to this Section) shall exceed \$300,000, Associates, within 30 days of such event, shall deposit with the Trustee an amount in cash equal to the value of such units immediately prior to the date of the Casualty Occurrence in respect of such thereof. The rights and remedies of the Trustee to enforce or to recover any of the rental payments shall not be affected by reason of such Casualty Occurrence. For all purposes of this paragraph, value shall be determined in the manner provided in subparagraph (1) of the last paragraph of Section 4.06. Cash deposited with the Trustee pursuant to this

Section shall be held and applied at the election of Associates (as evidenced by a Request) either (i) as provided in the fourth paragraph of Section 4.06 or (ii) to prepay installments of principal pro rata on each Trust Certificate in the inverse order of the respective maturities thereof; provided, however, no payment shall be made hereunder to Associates or any Affiliates of Associates if there is any Event of Default under this Agreement.

In the event Associates elects to apply moneys deposited pursuant to this Section to the prepayment of installments of principal in the inverse order of the respective maturity of each Trust Certificate, such prepayment shall be made on the interest payment date next succeeding the Request therefor and shall be allocated by the Trustee among the registered holders of all the Trust Certificates the maturities of which are to be prepaid, as near as may be, in proportion to the respective unpaid principal amount of such maturities represented by such Trust Certificates.

Associates agrees to furnish to the Trustee, on or before April 1 in each year commencing with 1983, an Officer's Certificate dated as of the preceding December 31, (1) stating the amount, description and numbers of all Trust Equipment that may have suffered a Casualty Occurrence since the date of the last preceding statement (or the date of this Agreement in the case of the first statement, (2) identifying the units of Trust Equipment then being leased by Associates as permitted by Section 4.09 (including the name of the lessee, the term of the lease and the date of the agreement pursuant to which such Trust Equipment is leased) and specifying which units of Equipment are not then being leased by Associates, as lessor, (3) certifying as to the aggregate value of Trust Equipment, in dollars and by percent, subject to leases and car contracts with Canadian Lessees (as defined in Section 4.09), and (4) certifying that Associates is not in default under any provision of this Agreement or specifying all such defaults and the action being taken by Associates to remedy the same. If the Officer's Certificates shall indicate any change in the leases, it shall be accompanied by an Opinion of Counsel to the effect that an appropriate supplement hereto has been filed with the Interstate Commerce Commission, pursuant to 49 U.S.C. § 11303 and the regulations thereunder, as a secondary document to this Agreement providing for the assignment to the Trustee as herein provided of each lease not described in Schedule A hereto or a prior supplement so filed.

SECTION 4.09. Possession of Trust Equipment; Security Interest in Leases. Except as provided in this Section, Associates will not assign or transfer its rights hereunder, or transfer or lease the Trust Equipment or any part thereof, without the written consent of the Trustee first had and obtained; and Associates shall not, without such written consent, except as herein provided, part with the possession of, or suffer or allow to pass out of its possession or control, any of the Trust Equipment. An assignment or transfer to a solvent United States corporation, partnership or other entity which shall acquire all or substantially all of the property of Associates and which, by execution of an appropriate instrument satisfactory to the Trustee, shall assume and agree to perform each and all of the obligations and covenants of Associates hereunder and under its guaranty endorsed on the Trust Certificates shall not be deemed a breach of this covenant, provided, however, that Associates, ADM, BRC or ETC shall not be relieved of their respective obligations under this Agreement without the prior written consent of the Trustee.

It is understood that Associates may transfer the tax benefits to any or all of the Trust Equipment to another party or parties (the "tax transferee") pursuant to a transaction designed to comply with Section 168(f)(8) of the Internal Revenue Code of 1954, as amended (a "tax benefit transfer"); provided, however, that no agreement and/or lease entered into in respect of such tax benefit transfer shall contain any provision limiting the rights and remedies of the Trustee under Article 5 hereof and, unless the prior written consent of the holders of 100% in outstanding principal amount of Trust Certificates is first obtained (i) the agreement and/or lease entered into in respect of such tax benefit transfer shall provide that the Trustee may terminate the same (either directly or by the exercise of a \$1 option) at the time of the sale (whether by the Trustee or any trustee in bankruptcy, reorganization or otherwise) in respect of any or all of the Trust Equipment if there is an Event of Default hereunder and, in the opinion of the Trustee (and the Trustee shall have received opinion of counsel to such effect), such termination is necessary to permit any purchaser at any such sale to recognize the full benefits accorded an owner of such Trust Equipment under the Internal Revenue Code of 1954 as in effect on the date of such sale and (ii) no security interest in or other lien against the Trust Equipment shall be created in connection with such tax benefit transfer to secure the obligations of Associates under such tax benefit transfer.

So long as Associates shall not be in default under this Agreement, Associates shall be entitled to the possession of the Trust Equipment and also to maintain, modify, alter, amend, terminate or enter into leases of the Trust Equipment and to permit its use by, a lessee or user in the United States of America (or any state thereof or the District of Columbia) or in the Dominion of Canada or any Province or Territory thereof; provided, however, that Associates shall not enter into any leases or car contracts relating to the use of Trust Equipment with any lessee or user incorporated, or having its principal place of business in the Dominion of Canada or any province or territory thereof ("Canadian Lessees") if the aggregate value of Trust Equipment subject to leases and car contracts with Canadian Lessees would exceed 10% of the aggregate value of all the Trust Equipment and, for the purposes hereof, value shall be determined as provided in subparagraph (1) of the last paragraph in Section 4.06. Upon entering into any lease or car contract with a Canadian Lessee, Associates will promptly furnish to the Trustee an Officer's Certificate to such effect which shall also include a statement of the value of Trust Equipment subject thereto. Leases of Trust Equipment permitted by this Section 4.09 may contain provisions to the effect that so long as any such lessee is not in default under its lease, the Trustee shall not disturb or interfere with the right of possession and other benefits accruing to such lessee under such lease.

As security for the payment and performance of the obligations of Associates hereunder, Associates hereby grants, pledges and assigns unto the Trustee all of its rights, title and interest in and to all rentals, moneys and proceeds payable to or receivable by Associates with respect to any lease (including the leases referred to in Schedule A hereto) or other agreement existing as of the date hereof or to be entered into in the future with respect to any of the Trust Equipment; provided, however, that until an Event of Default under the Agreement, or any event which with notice or lapse of time or both, could constitute such an Event of Default, shall occur, it is understood that Associates shall be entitled to collect and receive all such rentals, moneys and proceeds.

SECTION 4.10. Indemnity. Associates covenants and agrees to indemnify the Trustee against any and all claims, liabilities or losses arising out of or connected with the ownership, possession or use of any of the Trust

Equipment, and particularly against any and all claims, liabilities or losses arising out of the use of any patented inventions in and about the Trust Equipment, and particularly against any and all claims, liabilities or losses arising out of the use of any patented inventions in and about the Trust Equipment, and to comply in all respects with the laws of the United States of America and of all the states and other jurisdictions in which the Trust Equipment, or any unit thereof, may be operated, and with all lawful acts, rules, regulations and orders of any commissions, boards and other legislative, executive, administrative or judicial bodies or officers having power to regulate or supervise any of the Trust Equipment, including without limitation all lawful acts, rules, regulations and orders of any body having competent jurisdiction relating to automatic coupler devices or attachments, air brakes or other appliances; provided, however, that Associates may in good faith contest the validity of any such law, act, rule, regulation or order, or the application thereof to the Trust Equipment or any part thereof, in any reasonable manner which will not in the judgment of the Trustee materially and adversely affect the rights or interests of the Trustee or of the holders of the Trust Certificates. Associates shall not be relieved from any of its obligations hereunder by reason of the assertion or enforcement of any such claims or the commencement or prosecution of any litigation in respect thereof.

ARTICLE FIVE

Events of Default and Remedies

SECTION 5.01. Events of Default. Associates covenants and agrees that in case:

(a) Associates shall default in the payment of any part of the rental payable hereunder (including advance rental) for more than five days after the same shall have become due and payable, or

(b) Associates shall enter into or make or suffer any unauthorized assignment or transfer of its rights hereunder or shall make any unauthorized transfer or lease (including, for the purpose of this clause, contracts for the use thereof) of any of the Trust Equipment, or, except as herein authorized, shall part with the possession of any of the Trust Equipment,

and shall fail or refuse either to cause such assignment or transfer or lease to be canceled by agreement of all parties having any interest therein and recover possession of such Trust Equipment within 30 days after Associates has actual knowledge of such unauthorized action, or the Trustee shall have demanded in writing such cancelation and recovery of possession, or within said 30 days to deposit with the Trustee a sum in cash equal to the value, as of the date of such unauthorized action (determined in the manner provided in subparagraph (1) of the last paragraph of Section 4.06), of such Trust Equipment (any sum so deposited to be returned to Associates upon the cancelation of such assignment, transfer or lease and the recovery of possession by Associates of such Trust Equipment), or

(c) Associates shall, for more than 30 days after the Trustee shall have demanded in writing performance thereof, fail or refuse to comply with any other of the terms and covenants hereof on its part to be kept and performed, or to make provision satisfactory to the Trustee for such compliance, or

(d) the lease provided for herein shall be terminated by operation of law, or

(e) if final judgment for the payment of money not covered by insurance which with other outstanding judgments exceeds in the aggregate \$1,000,000 shall be rendered against Associates and the same shall not be discharged, or provision made for the discharge thereof in accordance with its terms within 60 days from the entry thereof, or an appeal therefrom or other appropriate proceeding for the appellate review thereof, shall not be taken within said period and a stay of execution pending such appeal shall not be secured, or if such appeal be taken and on such appeal the same shall be affirmed and the Associates shall not discharge said judgment within 60 days after the entry of the order or decree of affirmance; or

(f) any proceedings shall be commenced by or against, Associates, ADM, ERC or ETC (i) for any relief which includes, or might result in, any modification of the obligations of Associates, ADM, ERC or ETC, as the case may be, under this Agreement, under the guaranty endorsed on the Trust Certificates, under any instrument

made in connection with the purchase of the Trust Certificates by the initial holders thereof or under the Joint Venture Agreement pursuant to which Associates was formed (all such obligations being hereafter called the Obligations), or (ii) under Title 11 of the United States Code, as now constituted or hereafter amended, or under any bankruptcy or insolvency law or law relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions, and, unless such proceedings shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the Obligations of Associates, ADM, ERC or ETC, as the case may be, shall not have been duly assumed in writing, pursuant to the applicable provisions of Title 11 of the United States Code, as now constituted or hereafter amended, or pursuant to court order or decree, by a trustee or trustees or receiver or receivers appointed for Associates, ADM, ERC or ETC, as the case may be, or for its property in connection with any such proceedings, in such manner that such Obligations shall have the same status as obligations incurred by such trustee or trustees or receiver or receivers, within 60 days after such proceedings shall have been commenced,

then, in any such case (herein sometimes called an Event of Default), the Trustee in its discretion may, and upon the written request of the holders of 25% in unpaid principal amount of the then outstanding Trust Certificates shall, by notice in writing delivered to Associates, declare to be due and payable forthwith the entire amount of the rentals (including any unpaid advance rental, but not including rentals required for the payment of interest accruing after the date of such declaration) payable by Associates as set forth in Section 4.04 and not theretofore paid. Thereupon the entire amount of such rentals shall forthwith become and shall be due and payable immediately without further demand, together with interest at the rate of 16-5/8% per annum, to the extent legally enforceable on any amount overdue under Section 4.04(B)(3) and at the rate of 16-5/8% per annum on any amount overdue under Section 4.04(B)(4), or any portion thereof overdue. Associates agrees promptly to notify the Trustee of any Event of Default by Associates under this Agreement.

In case one or more Events of Default shall happen,

the Trustee in its discretion also may, and upon the written request of the holders of 25% in unpaid principal amount of the then outstanding Trust Certificats shall, by notice in writing delivered to Associates, declare the unpaid principal of all the Trust Certificates then outstanding to be due and payable, and in case Associates shall fail to pay any installment of rental payable pursuant to Section 4.04(B)(3) or (B)(4) when and as the same shall have become due and payable hereunder, and such default shall have continued for a period of five days, the Trustee in its own name and as trustee of an express trust, shall be entitled and empowered to institute any action or proceedings at law or in equity for the collection of the rentals so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against Associates or other obligor upon the Trust Certificates and collect in the manner provided by law out of the property of Associates or other obligor upon the Trust Certificates, wherever situated, the moneys adjudged or decreed to be payable.

Notwithstanding any other provision in this Agreement, the right of any holder of any Trust Certificate to receive payment of the principal of and interest on such Trust Certificate, on or after the respective due dates expressed in such Trust Certificate, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such holder, except no such suit shall be instituted if and to the extent that the institution or prosecution thereof or the entry of judgment therein would, under applicable law, result in the surrender, impairment, waiver or loss of the title reserved under this Agreement upon any property subject hereto.

In case there shall be pending proceedings for the bankruptcy or for the reorganization of the Associates, ADM, ERC or ETC under Title 11 of the United States Code or any other applicable law, or in case a receiver or trustee shall have been appointed for the property of Associates, ADM, ERC or ETC, or in case of any other similar judicial proceedings relative to Associates, ADM, ERC or ETC, or to the creditors or property of Associates, ADM, ERC or ETC, the Trustee, irrespective of whether the rental payments hereunder or the unpaid principal amount of the Trust Certificates shall then be due and payable as herein or therein expressed whether by declaration or otherwise and irrespective of whether the Trustee shall have made any demand or declaration

pursuant to the provisions of this Section, shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the entire amount of the rentals (including any unpaid advance rental, but not including rentals required for the payment of interest accruing after the date of such payment of all amounts due), and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation to the Trustee, its agents, attorneys and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Trustee except as a result of its gross negligence or wilful misconduct) and of the holders of the Trust Certificates allowed in such proceedings and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute all amounts received with respect to the claims of the holders of the Trust Certificates and of the Trustee on their behalf; and any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized by each of the holders of the Trust Certificates to make payments to the Trustee, and, in the event that the Trustee shall consent to the making of payments directly to the holders of the Trust Certificates, to pay to the Trustee such amount as shall be sufficient to cover reasonable compensation to the Trustee, its agents, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Trustee except as a result of its gross negligence or wilful misconduct.

All rights of action and to assert claims under this Agreement, or under any of the Trust Certificates, may be enforced by the Trustee without the possession of any of the Trust Certificates or the production thereof on any trial or other proceedings relative thereto, and any such action or proceedings instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall be for the ratable benefit of the holders of the Trust Certificates (other than Associates, ADM, ERC or ETC, if it holds any Trust Certificates). In any proceedings brought by the Trustee (and also any proceedings involving the interpretation of any provisions of this Agreement to which the Trustee shall be a party) the Trustee shall be held to represent all the holders of the Trust Certificates, and it shall not be necessary to make any holders of the Trust Certificates parties to such proceedings.

SECTION 5.02. Remedies. In case of the happening of any Event of Default, the Trustee may by its agents enter upon the premises of Associates and of any Affiliate or of any lessee (or other person having acquired the use of the Trust Equipment) where any of the Trust Equipment may be and take possession of all or any part of the Trust Equipment and withdraw the same from said premises (subject to any mandatory requirement of law and rights of quiet possession of any lessee referred to in Section 4.09 under any lease), retaining all payments which up to that time may have been made on account of rental for the Trust Equipment and otherwise, and shall be entitled to collect, receive and retain all unpaid mileage or other charges of any kind earned by the Trust Equipment or any part thereof, and may lease or otherwise contract for the use of the Trust Equipment or any part thereof; or the Trustee may with or without retaking possession (but only after declaring due and payable the entire amount of rentals payable by Associates and the unpaid principal of all the then outstanding Trust Certificates, as provided in Section 5.01) sell the Trust Equipment or any part thereof, free from any and all claims of Associates at law or in equity, in one lot and as a entirety or in separate lots, at public or private sale, for cash or upon credit, in its discretion, and may proceed otherwise to enforce its rights and the rights of the holders of then outstanding Trust Certificates, all subject to any mandatory requirements of law applicable thereto. Upon any such sale, the Trustee itself may bid for the property offered for sale or any part thereof. Any such sale may be held or conducted at such place and at such time as the Trustee may specify, or as may be required by law, and without gathering at the place of sale the Trust Equipment to be sold, and in general in such manner as the Trustee may determine, but so that Associates or any Affiliate may and shall have a reasonable opportunity to bid at any such sale. After the Trustee has fully exercised its remedies hereunder, Associates shall cease to have any rights or remedies in respect of the Trust Equipment hereunder, but all such rights and remedies shall be deemed thenceforth to have been waived and surrendered by Associates, and no payments theretofore made by Associates for the rent or use of the Trust Equipment or any of it shall give to Associates any legal or equitable interest or title in or to the Trust Equipment or any of it or any cause or right of action at law or in equity in respect of the Trust Equipment against the Trustee or the holders of interests hereunder. No such taking of posses-

sion, withdrawal, lease or sale of the Trust Equipment by the Trustee shall be a bar to the recovery by the Trustee from Associates of rentals then or thereafter due and payable, or of principal and interest in respect of the Trust Certificates, and Associates shall be and remain liable for the same until such sums have been realized as, with the proceeds of the lease or sale of the Trust Equipment, shall be sufficient for the discharge and payment in full of all the obligations of Associates under this Agreement.

SECTION 5.03. Application of Proceeds. If the Trustee shall exercise any of the powers conferred upon it by Sections 5.01 and 5.02, all payments made by Associates to the Trustee, and the proceeds of any judgment collected from Associates by the Trustee, and the proceeds of every sale or lease by the Trustee of any of the Trust Equipment, together with any other sums which may then be held by the Trustee under any of the provisions hereof (other than sums held in trust for the payment of specific Trust Certificates or a part thereof, or interest thereon) shall be applied by the Trustee to the payment, in the following order of priority, (a) of all proper charges, expenses or advances made or incurred by the Trustee in accordance with the provisions of this Agreement and (b) of the interest then due, with interest on overdue interest at the rate of 16-5/8% per annum, to the extent legally enforceable, and of the principal of all the outstanding Trust Certificates, with interest thereon at the rate of 16-5/8% per annum, from the last preceding interest payment date, whether or not such Trust Certificates shall have been matured by their terms, all such payments to be in full if such proceeds shall be sufficient, and if not sufficient, then pro rata without preference between principal and interest.

After all such payments shall have been made in full, the title to any of the the Trust Equipment remaining unsold shall be conveyed by the Trustee to Associates free from any further liabilities or obligations to the Trustee hereunder. If after applying all such sums of money realized by the Trustee as aforesaid there shall remain any amount due to the Trustee under the provisions hereof, Associates agrees to pay the amount of such deficit to the Trustee. If after applying as aforesaid the sum of money realized by the Trustee there shall remain a surplus in the possession of the Trustee, such surplus shall be paid to Associates.

SECTION 5.04. Waivers of Default. Prior to the

declaration of the acceleration of the maturity of the rentals and of the maturity of all the Trust Certificates as provided in Section 5.01, the holders of two-thirds in aggregate unpaid principal amount of the Trust Certificates at the time outstanding may on behalf of the holders of all the Trust Certificates waive by an instrument in writing delivered to the Trustee any past default and its consequences, except a default in the payment of any installment of rental payable pursuant to Section 4.04(B)(3) or (B)(4), but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

If at any time after the principal of all the Trust Certificates shall have been declared and become due and payable or if at any time after the entire amount of rentals shall have been declared and become due and payable, all as provided in Section 5.01, but before February 25, 1997, all arrears of rent (with interest at the rate of 16-5/8% per annum to the extent legally enforceable on any amount overdue under Section 4.01(B)(3) and at the rate of 16-5/8% per annum on any amount overdue under Section 4.04(B)(4)), the expenses and reasonable compensation of the Trustee, together with all expenses of the trust occasioned by Associates' default, and all other sums which shall have become due and payable by Associates hereunder shall be paid by Associates before any sale or lease by the Trustee of any of the Trust Equipment, and every other default shall be made good or secured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor, then, and in every such case, the Trustee, if so requested in writing by the holders of two-thirds in unpaid principal amount of the Trust Certificates then outstanding, shall by written notice to Associates waive the default by reason of which there shall have been such declaration or declarations and the consequences of such default, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

SECTION 5.05. Obligations of Associates Not Affected by Remedies. No retaking of possession of the Trust Equipment by the Trustee, or any withdrawal, lease or sale thereof, nor any action or failure or omission to act against Associates or in respect of the Trust Equipment, on the part of the Trustee or on the part of the holder of any Trust Certificate, nor any delay nor indulgence granted to Associates by the Trustee or by any such holder, shall affect the obligations of Associates hereunder or the obligations of

Associates or ETC under the guaranty endorsed on the Trust Certificates.

Associates and ETC hereby waive presentations and demand in respect of any of the Trust Certificates and waive notice of presentation, of demand and of any default in the payment of the principal of and interest on the Trust Certificates.

SECTION 5.06. Associates To Deliver Trust Equipment to Trustee. In case the Trustee shall rightfully demand possession of any of the Trust Equipment in pursuance of this Agreement, Associates will, at its own expense, forthwith and in the usual manner and at usual speed, cause such Trust Equipment to be drawn to such point or points as shall reasonably be designated by the Trustee and will there deliver or cause to be delivered the same to the Trustee; or, at the option of the Trustee, the Trustee may keep such Trust Equipment, at the expense of Associates, on any lines of railroad or premises approved by the Trustee until the Trustee shall have leased, sold or otherwise disposed of the same. The performance of the foregoing covenant is of the essence of this Agreement and upon application to any court having jurisdiction in the premises, the Trustee shall be entitled to a decree against Associates requiring the specific performance thereof.

SECTION 5.07. Trustee To Give Notice of Default. The Trustee shall give to the registered holders of the Trust Certificates notice, by registered mail, of each Event of Default hereunder known to the Trustee, within 10 days after it so learns of the same, unless remedied or cured before the giving of such notice.

SECTION 5.08. Control by Holders of Trust Certificates. The registered holders of two-thirds in aggregate unpaid principal amount of the then outstanding Trust Certificates, by an instrument or instruments in writing executed and delivered to the Trustee, shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee; provided, however, that the Trustee shall have the right to decline to follow any such direction (i) if the Trustee shall be advised by counsel that the action so directed may not lawfully be taken or (ii) if the Trustee shall be advised by counsel that the action so directed may involve it in personal liability unless the

Trustee is furnished with indemnity satisfactory to it. The Trustee may take any other action deemed proper by the Trustee which is not inconsistent with any such direction given hereunder.

SECTION 5.09. Remedies Cumulative; Subject to Mandatory Requirements of Law. The remedies in this Agreement provided in favor of the Trustee and the holders of the Trust Certificates, or any of them, shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in their favor existing at law or in equity; and such remedies so provided in this Agreement shall be subject in all respects to any mandatory requirements of law at the time applicable thereto, to the extent such requirements may not be waived on the part of Associates.

ARTICLE SIX

Additional Covenants and Agreements by Associates and ETC

SECTION 6.01. Guaranty of Associates and ETC. Associates unconditionally covenants, agrees and guarantees that the holder of each of the Trust Certificates shall receive the principal amount thereof, in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts, when and as the same shall become due and payable, in accordance with the provisions thereof or of this Agreement (and, if not so paid, with interest thereon until paid at the rate of 16-5/8% per annum) and shall receive interest thereon in like money at the rate specified therein, at the times and place and otherwise as expressed in the Trust Certificates (and, if not so paid, with interest thereon until paid at the rate of 16-5/8% per annum, to the extent legally enforceable); and Associates agrees to endorse upon each of the Trust Certificates, at or before the issuance and delivery thereof by the Trustee, its guaranty of the prompt payment of the principal thereof and of the interest thereon in substantially the form hereinbefore set forth. Said guaranty so endorsed shall be signed in the name and on behalf of Associates, by the manual or facsimile signature of two members of its Policy Board. In case any member of the Policy Board whose signature shall appear on said guaranty shall cease to be such officer before the Trust Certificates shall have been issued and delivered by the Trustee, or shall not have been acting in such capacity on the date of the Trust Certificates, such guaranty shall

nevertheless be as effective and binding upon Associates as though the person who signed said guaranty had not ceased to be or had then been such officer.

ETC unconditionally guarantees to the Trustee and the holders of the Trust Certificates the due and punctual performance of all undertakings and obligations of ERC as a partner in Associates under this Agreement and unconditionally guarantees to the Trustee and to the holders of the Trust Certificates that all sums payable by ERC as a partner in Associates by reason of this Agreement and applicable law will be paid promptly when due in accordance with the provisions of this Agreement and, in case of default by ERC in any such obligations or payment, ETC agrees punctually to perform or pay the same.

ETC and Associates hereby agree that their respective obligations under their respective guarantees on the Trust Certificates shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of this Agreement or any other circumstances which might otherwise constitute a legal or equitable discharge of a guarantor. No waiver by the Trustee or the holders of any of the Trust Certificates of any of their rights hereunder or under the Trust Certificates and no action by the Trustee or the holders of any of the Trust Certificates to enforce any of their rights or failure to take, or delay in taking, any such action shall affect the obligations of ETC and Associates hereunder or under said guarantees of the Trust Certificates.

SECTION 6.02. Discharge of Liens. Associates covenants and agrees that it will pay and discharge, or cause to be paid and discharged, or make adequate provision for the satisfaction or discharge of, any debt, tax, charge, assessment, obligation or claim which if unpaid might become a lien, charge, security interest or other encumbrance upon or against any of the Trust Equipment; but this provision shall not require the payment of any such debt, tax, charge, assessment, obligation or claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings, provided that such contest will not materially and adversely affect the rights and interests of the Trustee or of the holders of the Trust Certificates and Associates shall have furnished the Trustee with an Opinion of Counsel to such effect. If Associates does not forthwith pay and discharge, or cause to be paid and discharged, or make adequate provision for the satisfaction or discharge of,

any such debt, tax, charge, assessment, obligation or claim as required by this Section 6.02 the Trustee may, but shall not be obligated to pay and discharge the same and any amount so paid shall be secured by and under this Agreement until reimbursed by Associates, together with interest at a rate of 1% above the prime rate then in effect of Continental Illinois National Bank and Trust Company of Chicago.

SECTION 6.03. Recording. Associates will, promptly after the execution and delivery of this Agreement and each supplement or amendment hereto cause the same to be duly filed with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303. Associates will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register and record and will refile, reregister and rerecord any and all further instruments required by law or reasonably requested by the Trustee for the purposes of other protection of the title of the Trustee and the rights of the holders of the Trust Certificates and of fully carrying out and effectuating this Agreement and the intent hereof.

Promptly after the execution and delivery of this Agreement and of each supplement or amendment hereto or thereto, Associates will furnish to the Trustee an Opinion of Counsel stating that, in the opinion of such counsel, such document or any financing statement relating to such document has been properly deposited, filed, registered and recorded and redeposited, refiled, reregistered and rerecorded, if necessary, so as effectively to protect the security interest of the Trustee to the Trust Equipment and its rights and the rights of the holders of the Trust Certificates hereunder and thereunder and reciting the details of such action.

SECTION 6.04. Further Assurances. Associates covenants and agrees from time to time to do all such acts and execute all such instruments of further assurance as it shall be reasonably requested by the Trustee to do or execute for the purpose of fully carrying out and effectuating this Agreement and the intent hereof.

SECTION 6.05. Merger or Consolidation. Associates covenants and agrees that in the eventuality that Associates, ERC or ADM should merge or consolidate with another corporation, or Associates should merge or consolidate with another partnership, the survivor of such merger or consolidation shall be a solvent corporation or partnership, as the case may be, organized under the laws of the United States of

America or a state thereof or the District of Columbia and such survivor shall assume in writing all the obligations and liabilities of Associates, ERC or ADM, as the case may be, hereunder and under the Trust Certificates.

ETC covenants and agrees that in the eventuality that it should merge or consolidate with another corporation, the survivor of such merger or consolidation shall be a solvent corporation organized under the laws of the United States of America or a State thereof, or the District of Columbia, and such survivor (if not ETC) shall assume in writing all the obligations and liabilities of ETC as a guarantor of ERC's obligations as a partner in Associates hereunder and under the Trust Certificates.

ARTICLE SEVEN

CONCERNING THE HOLDERS OF TRUST CERTIFICATES

SECTION 7.01. Evidence of Action Taken by Holders of Trust Certificates. Whenever in this Agreement it is provided that the holders of a specified percentage in aggregate unpaid principal amount of the Trust Certificates may take any action (including the making of any demand or request, the giving of any notice, consent or waiver or the taking of any other action), the fact that at the time of taking any such action the holders of such specified percentage have joined therein may be evidenced by any instrument or any number of instruments of similar tenor executed by holders of Trust Certificates in person or by agent or proxy appointed in writing.

SECTION 7.02. Proof of Execution of Instruments and of Holding of Trust Certificates. Proof of the execution of any instrument by a holder of Trust Certificates or his agent or proxy and proof of the holding by any person of any of the Trust Certificates shall be sufficient if made in the following manner:

The fact and date of the execution by any such person of any instrument may be proved by the certificate of any notary public or other officer of any jurisdiction within the United States of America authorized to take acknowledgments of deeds to be recorded in such jurisdiction that the person executing such instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such

execution sworn to before any such notary or other such officer. Where such execution is by or on behalf of any legal entity other than an individual, such certificate or affidavit shall also constitute proof of the authority of the person executing the same.

The ownership of Certificates may be proved by the register of such Trust Certificates or by a certificate of the registrar thereof.

SECTION 7.03. Trust Certificates Owned by Associates, ADM, ETC or ERC. In determining whether the holders of the requisite unpaid principal amount of the Trust Certificates have concurred in any direction, request or consent under this Agreement, Trust Certificates which are owned by Associates, ADM, ETC or ERC or by any other obligor on the Trust Certificates or by an Affiliate of Associates, ADM, ETC or ERC or any such other obligor shall be disregarded, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction, request or consent, only Trust Certificates which the Trustee knows are so owned shall be disregarded.

SECTION 7.04. Right of Revocation of Action Taken. At any time prior to (but not later than) the evidencing to the Trustee, as provided in Section 7.01, of the taking of any action by the holders of the percentage in aggregate unpaid principal amount of the Trust Certificates specified in this Agreement in connection with such action, any holder of a Trust Certificate the serial number of which is shown by the evidence to be included in the Trust Certificates the holders of which have consented to such action may, by filing written notice with the Trustee and upon proof of holding as provided in Section 7.02, revoke such action insofar as concerns such Trust Certificate. Except as aforesaid any such action taken by the holder of any Trust Certificate shall be conclusive and binding upon such holder and upon all future holders and owners of such Trust Certificate and of any Trust Certificate issued in exchange or substitution therefor, irrespective of whether or not any notation in regard thereto is made upon such Trust Certificate. Any action taken by the holders of the percentage in aggregate unpaid principal amount of the Trust Certificates specified in this Agreement in connection with such action shall be conclusive and binding upon Associates and ETC, the Trustee and the holders of all the Trust Certificates subject to the provisions of Section 5.08.

ARTICLE EIGHT

The Trustee

SECTION 8.01. Acceptance of Trust. The Trustee hereby accepts the trust imposed upon it by this Agreement, and covenants and agrees to perform the same as herein expressed.

SECTION 8.02. Duties and Responsibilities of the Trustee. In case an Event of Default has occurred (which has not been cured), the Trustee shall exercise such of the rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. The Trustee shall not be deemed to have knowledge of any default or Event of Default under this Agreement prior to the time it shall have obtained knowledge thereof at its Corporate Trust Office.

No provision of this Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its wilful misconduct, except that

(a) prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred:

(1) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Agreement, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Trustee; and

(2) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Agreement; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the

Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Agreement;

(b) the Trustee shall not be liable for any error of judgment made in good faith, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; provided, however, that the foregoing provisions of this paragraph (b) shall not excuse the Trustee from liability for its action or inaction which was contrary to the express provisions of this Agreement;

(c) the Trustee shall not be liable with respect to any action taken, suffered or omitted to be taken by it in good faith in accordance with the direction of the holders of a majority in aggregate unpaid principal amount of the then outstanding Trust Certificates relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Agreement;

(d) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, Trust Certificate, guaranty or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(e) the Trustee may consult with counsel and any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with such Opinion of Counsel;

(f) the Trustee shall be under no obligation to exercise any of its rights or powers vested in it by this Agreement at the request, order or direction of any of the holders of the Trust Certificates, pursuant to the provisions of this Agreement, unless such holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred therein or thereby; and

(g) the Trustee shall not be liable for any action

taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Agreement. None of the provisions contained in this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. Whether or not therein expressly so provided, every provision of this Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

SECTION 8.03. Application of Rentals. The Trustee covenants and agrees to apply the rentals received by it under Section 4.04(B) when and as the same shall be received, and to the extent that such rentals shall be sufficient therefor, for the purposes specified in Section 4.04(B).

The Trustee shall not be required to undertake any act or duty in the way of insuring, taking care of or taking possession of the Trust Equipment or to undertake any other act or duty under this Agreement until fully indemnified by Associates or by one or more holders of the Trust Certificates against all liability and expenses; and the Trustee shall not be responsible for the filing or recording or refiling or rerecording of this Agreement or of any supplement hereto or statement of new numbers or any other statement or document that may be permitted or required to be filed, recorded, refiled or rerecorded in any jurisdiction to protect or perfect any of the security interests contemplated hereby.

SECTION 8.04. Funds May Be Held by Trustee; Investments. Any money at any time paid to or held by the Trustee hereunder until paid out by the Trustee as herein provided may be carried by the Trustee on noninterest bearing deposit with itself.

At any time, and from time to time, if at the time no Event of Default shall have occurred and be continuing, the Trustee, on Request, shall invest and reinvest Deposited Cash held by it or cash deposited with it pursuant to Section

4.06 or Section 4.08 ("Replacement Funds") in Investments, at such prices, including any premium and accrued interest, as are set forth in such Request, such Investments to be held by the Trustee in trust for the benefit of the holders of the Trust Certificates.

The Trustee shall, on Request, or the Trustee may, in the event funds are required for payment against acceptance of Trust Equipment, sell such Investments, or any portion thereof, and restore to Deposited Cash or Replacement Funds, as the case may be, the proceeds of any such sale up to the amount paid for such Investments, including accrued interest.

The Trustee shall restore to Deposited Cash or Replacement Funds, as the case may be, out of rent received by it for that purpose under the provisions of Section 4.04(B)(1), an amount equal to any expenses incurred in connection with any purchase or sale of Investments and also an amount equal to any loss of principal incident to the sale or redemption of any Investments for a sum less than the amount paid therefor, including accrued interest.

Until such time as, to the knowledge of the Trustee, Associates shall be in default under the terms hereof, Associates shall be entitled to receive any interest (in excess of accrued interest paid from Deposited Cash or Replacement Funds at the time of purchase) or other profit which may be realized from any sale or redemption of Investments.

SECTION 8.05. Trustee Not Liable for Delivery Delays or Defects in Equipment or Title. The Trustee shall not be liable to anyone for any delay in the delivery of any of the Trust Equipment, or for any default on the part of the manufacturers thereof or of Associates, or for any defect in any of the Trust Equipment or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation on the part of the Trustee in respect of the value thereof or in respect of the title thereto.

The Trustee may perform its powers and duties hereunder by or through such attorney and agents as it shall appoint, and shall be answerable only for its own negligent acts, negligent failures to act and wilful misconduct and not for the default or misconduct of any attorney or agent appointed by it with reasonable care. The Trustee shall not

be responsible in any way for the recitals herein contained or for the execution or validity of this Agreement, or any lease permitted by Section 4.09, or of the Trust Certificates (except for its own execution thereof) or for the guaranty by Associates or ETC.

The Trustee shall be entitled to receive payment of all of its expenses and disbursements hereunder, including reasonable counsel fees and expenses, and to receive reasonable compensation for all services rendered by it in the execution of the trust hereby created, all of which shall be paid by Associates.

The Trustee in its individual capacity may own, hold and dispose of Trust Certificates.

Any moneys at any time held by the Trustee or any paying agent hereunder shall, until paid out or invested by the Trustee or any paying agent as herein provided, be held by it in trust, as herein provided for the benefit of the holders of the Trust Certificates.

SECTION 8.06. Resignation and Removal; Appointment of Successor Trustee.

(a) The Trustee may resign and be discharged of the trust created by this Agreement by giving 30 days' written notice to Associates and delivering copies of such notice to the holders of all outstanding Trust Certificates, and such resignation shall take effect upon the expiration of 30 days after the delivery thereof to Associates or upon receipt by the Trustee of an instrument of acceptance executed by a successor trustee, whichever shall first occur, as herein provided in Section 8.07.

(b) The Trustee may be removed at any time by an instrument in writing signed by the holders of a majority in aggregate unpaid principal amount of the Trust Certificates then outstanding, delivered to the Trustee and to Associates.

(c) If at any time the Trustee shall resign or be removed or otherwise become incapable of acting or, if at any time a vacancy shall occur in the office of the Trustee for any other cause, a successor trustee may be appointed by the holders of a majority in aggregate unpaid principal amount of the then outstanding Trust Certificates by an instrument in writing delivered to Associates and the Trustee. Until a

successor trustee shall be appointed by the holders of Trust Certificates as herein authorized, Associates by an instrument in writing executed by order of its Policy Board shall appoint a trustee to fill such vacancy. A successor trustee so appointed by Associates shall immediately and without further act be superseded by a successor trustee appointed by the holders of Trust Certificates in the manner provided above if such appointment is made within one year after completion of the notice, in the manner provided in the next succeeding paragraph, of the appointment of a successor trustee by Associates. Every successor trustee appointed pursuant to this Section shall be a national bank or a bank or trust company incorporated under the laws of the United States of America or the State of New York, the State of Illinois, or the State of California, having its principal office in the City of New York, the City of Chicago or the City and County of San Francisco, and having a capital and surplus of not less than \$100,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

(d) Associates shall give notice to the holders of all outstanding Trust Certificates of each resignation or removal of the then Trustee and of each appointment by Associates of a successor trustee pursuant to this Section by mailing written notice of such event by registered mail, postage prepaid.

SECTION 8.07. Acceptance of Appointment by Successor Trustee. Any successor trustee appointed as provided in Section 8.06 shall execute, acknowledge and deliver to Associates and to its predecessor trustee an instrument accepting such appointment hereunder, and, subject to the provisions of Section 8.06(a) thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as Trustee herein; but, nevertheless, on the Request of Associates or written request of the successor trustee, upon payment of its charges then unpaid, the trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee all the rights and powers of the trustee so ceasing to act. Upon written request of any such successor trustee, Associates shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such succes-

sor trustee all such rights and powers. Any trustee ceasing to act shall, nevertheless, retain a lien upon all property or funds held or collected by such trustee to secure any amounts then due it pursuant to the provisions of Section 8.05.

SECTION 8.08. Merger or Consolidation of Trustee. Any corporation into which the Trustee may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party shall be the successor of the Trustee hereunder, provided such corporation shall be qualified under the provisions of Section 8.06, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 8.09. Return of Certain Moneys to Associates. Notwithstanding any provision of this Agreement, any moneys paid to the Trustee which are applicable to the payment of the principal of, or interest on, any Trust Certificates which remain unclaimed for five years after the day when such moneys were due and payable shall then be repaid to Associates upon Request, and the holders of such Trust Certificates shall thereafter be entitled to look only to Associates for payment thereof and all liability of the Trustee with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to Associates as aforesaid, the Trustee may first publish a notice, in such form as may be deemed appropriate by the Trustee, in respect of the Trust Certificates so payable and not presented and in respect of the provisions hereof relating to the repayment to Associates of the moneys held for the payment thereof.

ARTICLE NINE

Miscellaneous

SECTION 9.01. Rights Confined to Parties and Holders. Nothing expressed or implied herein is intended or shall be construed to confer upon or to give to any person, firm or corporation, other than the parties hereto and the holders of the Trust Certificates, any right, remedy or claim under or by reason of this Agreement or of any term, covenant or condition hereof, and all the terms, covenants, conditions,

promises and agreements contained herein shall be for the sole and exclusive benefits of the parties hereto and their successors and of the holders of the Trust Certificates.

SECTION 9.02. No Recourse. No recourse under any obligation, covenant or agreement of this Agreement, or of the guarantees endorsed on any Trust Certificate, shall be had against any incorporator, stockholder, officer, director, or Policy Board member past, present or future, of Associates, ADM, ERC or ETC, as such, solely by reason of the fact that such person is an incorporator, stockholder, officer, director, or Policy Board member whether by virtue of any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitutional provision, statute or otherwise, of incorporators, stockholders, officers, directors, or Policy Board members being forever released as a condition of and as consideration for the execution of this Agreement.

SECTION 9.03. Binding upon Assigns. Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 9.04. Notices. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail to (a) in the case of Associates or ETC, The East Tower, Suite 1000, 2550 Golf Road, Rolling Meadows, Illinois 60008, or such other address as may hereafter be furnished to the Trustee in writing by Associates or ETC and (b) in the case of the Trustee, Continental Illinois National Bank and Trust Company of Chicago, 30 North LaSalle Street, Chicago, Illinois 60693, attention of its Corporate Trust Department, or such other address as may hereafter be furnished to Associates or ETC, or to the holders of the Trust Certificates in writing by the Trustee. An affidavit by any person representing or acting on behalf of Associates, ETC, the Trustee or the holders of the Trust Certificates as to such mailing, having the registry receipt, attached, shall be conclusive evidence of the giving of such demand, notice or communication.

SECTION 9.05. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 9.06. Date Executed. This Agreement shall be deemed to have been executed on the date of the acknowledgment thereof by the officer of the Trustee who signed it on behalf of the Trustee.

SECTION 9.07. Illinois Law Governs. The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of Illinois, and the parties shall be afforded all rights and benefits under 49 U.S.C. § 11303.

IN WITNESS WHEREOF, Associates, ETC and the Trustee have caused their names to be signed hereto by their respective officers, thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO,

[Corporate Seal]

Attest:

W. J. Luntz
Trust Officer

by *[Signature]*
S. E. L. D. Vice President

UNITED EQUIPMENT LEASING
ASSOCIATES,

by *[Signature]*
Policy Board Member--ADM

by *[Signature]*
Policy Board Member--ERC

[Corporate Seal]

Attest:

Thomas L. Schoenbeck
Assistant Secretary

EVANS TRANSPORTATION COMPANY,

by *[Signature]*
Vice President

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 23RD day of FEBRUARY, 1982, before me personally appeared Richard L. LaVarnway to me personally known, who, being by me duly sworn, says that he is a ^{Senior} Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

[Notarial Seal]

V. Wasley
Notary Public

My Commission expires: ~~My Commission Expires~~ July 2, 1984

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 19th day of February, 1982, before me personally appeared Paul R. Leak to me personally known, who, being by me duly sworn, says that he is a Vice President of EVANS TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notarial Seal]

W. Marie Hillman
Notary Public

My Commission expires: May 19, 1984

STATE OF ILLINOIS)
) ss.:
COUNTY OF *Macon*)

On this *22nd* day of *February*, 1982, before me personally appeared *J. Allen Anderson*, to me personally known, who, being by me duly sworn, says that he is a Policy Board Member--ADM of UNITED EQUIPMENT LEASING ASSOCIATES, that said instrument was signed on behalf of said Partnership by authority of its Policy Board and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Partnership.

[Notarial Seal]

Mary M. Bigelow
Notary Public

My Commission expires: *9-17-83*

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this *19th* day of *February*, 1982, before me personally appeared *Paul R. Leak*, to me personally known, who, being by me duly sworn, says that he is a Policy Board Member--ERC of UNITED EQUIPMENT LEASING ASSOCIATES, that said instrument was signed on behalf of said Partnership by authority of its Policy Board and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Partnership.

[Notarial Seal]

Wm. M. Nelson
Notary Public

My Commission expires: *May 19, 1984*

Schedule A

DESCRIPTION OF EQUIPMENT

<u>Type of Car</u>	<u>Quantity</u>	<u>Lessee</u>	<u>Master Lease Date</u>	<u>Schedule No.</u>	<u>Schedule Date</u>	<u>Term (Months)</u>	<u>Car Numbers (Both Inclusive)</u>
4780 cu. ft. 100-ton covered hopper cars; AAR Mechanical Designation: LO	217	Archer-Daniels-Midland Company	3/26/79	1	3/26/79	131	UELX 30372-30471 and UELX 60135- 60254*
21,000 gallon exterior coiled and insulated tank cars; AAR Mechanical Designation: T	170	Archer-Daniels-Midland Company	3/26/79	2	7/2/79	131	UELX 78550-78719
Total	<u>387</u>						

* Except UELX 30379, 30404 and 30459, which have been destroyed.